

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

SARAH SMITH §
Plaintiff, §
v. § CIVIL ACTION NO. 4:25-cv-00410
§ JURY
SJ MEDICAL CENTER, LLC d/b/a ST. §
JOSEPH MEDICAL CENTER §
Defendant. §

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

Pursuant to the Court's order dated April 15, 2025 [ECF No. 10], Plaintiff Sarah Smith files this Motion for Default Judgment and respectfully shows the Court as follows.

1. Plaintiff's Complaint was filed on January 31, 2025. [ECF No. 1].
2. Plaintiff filed her First Amended Complaint on February 4, 2025. [ECF No. 6]. The amendment was to correct an old address in counsel's signature block.
3. In her First Amended Complaint, Plaintiff alleges that Defendant (i) interfered with Plaintiff's rights under the Family Medical and Leave Act (FMLA); and (ii) retaliated against Plaintiff for requesting leave under the FMLA. Plaintiff also alleged that Defendant acted in bad faith thereby entitling her to recover liquidated damages. *See* 29 U.S.C. § 2617(a)(1); (a)(2); (a)(3).
4. Defendant's registered agent for service of process in Texas was served in accordance with Rule 5(b) on March 18, 2025. [ECF No. 8]. In addition, a copy of the First Amended Complaint and summons was delivered by certified mail.
5. Defendant failed to file an answer within the time provided in Rule 12.
6. Plaintiff requested a clerk's entry of default on April 14, 2025. [ECF No. 9]. This request was granted. [ECF No. 10].

MOTION

7. Pursuant to Fed. R. Civ. P. 55(b), Plaintiff now moves the court for a Default Judgment to be entered against Defendant.

8. Plaintiff requests default judgment on her FMLA claims and an award of (i) economic damages in the amount of \$38,312.16; (ii) liquidated damages in the amount of \$38,312.16; and (iii) fees and costs in the amount of \$5,628.49.

9. The FMLA permits Plaintiff to recover “any wages, salary, employment benefits, or other compensation denied or lost to such employee by reason of the [FMLA] violation.” *See* 29 U.S.C. § 2617(a)(1)(A)(i)(I).

10. Plaintiff may also recover liquidated damages. *See* 29 U.S.C. § 2617(a)(1)(A)(iii).

11. Plaintiff has attached support for her claim for damages, fees, and costs. *See Exhibits 1-2.* The exhibits consist of a declaration, affidavit, and business/tax records.

12. Plaintiff requests judgment/award as follows:

- a. Economic damages of **\$38,312.16**.
- b. Liquidated damages of **\$38,312.16**.
- c. Attorneys’ fees of **\$5,080.00**.
- d. Costs of **\$548.49**.

TOTAL: \$82,252.81

13. Plaintiff further requests an award of post-judgment interest at the rate of 3.95% per annum. *See* 29 U.S.C. § 1961; 29 U.S.C. § 2617(a)(1)(A)(ii).

SERVICE ON DEFENDANT

14. As stated in the certificate of service below, a copy of this Motion for Default and supporting exhibits will be sent to (i) the registered agent for Defendant; and (ii) the known business address of defendant in accordance with Local Rule 5.5.

CONCLUSION

For the reasons stated above, the Plaintiff respectfully requests the Court enter a Final Default Judgment awarding damages, fees, and costs as set forth herein.

Dated: May 5, 2025

Respectfully submitted,

THE VERDE LAW FIRM, PLLC

/s/ Joshua A. Verde
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ATTORNEYS FOR PLAINTIFF
SARAH SMITH

CERTIFICATE OF SERVICE

I certify that a copy of this motion along with any exhibits/attachments was served via certified U.S. Mail, return receipt requested, on May 5, 2025, to the following:

Attn: Legal
SJ Medical Center LLC dba
St. Joseph Medical Center
1401 St. Joseph Parkway
Houston, TX 77002

SJ Medical Center, LLC
C/O CT Corp. System
1999 Bryan St., Ste. 900
Dallas, TX 75201

/s/ Joshua A. Verde

Joshua A. Verde